



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

December 31, 2019

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4555

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS19574-LONG_DIST_SVC
LONG DISTANCE TELEPHONE SERVICES

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

INSTRUCTIONS FOR USE OF CONTRACT

The Department of Technology and Information (DTI) manages services offered under this contract. **DTI supported agencies** can request services by contacting their designated Customer Engagement Specialist. All Customer Engagement Specialist contact information is available on the following webpage: <https://dti.delaware.gov/dti-customer-engagement-irm-assignments/>

Entities not supported by DTI or not found on the listing at the link above who wish to utilize the contract should contact the DTI Service Desk at DTI_ServiceDesk@delaware.gov or 302-739-9560.

Please note: **Municipalities, towns, counties, School Districts, Institutions or Higher Learning, volunteer fire departments, etc., that have the authority to utilize the contract per 29 Del. C. 6911(d)** as stated above, but fall outside the purview of DTI, shall contact the vendor directly. There is no requirement or obligation for these public sector entities to engage DTI customer service. Additionally, be advised that no entities should be expected or obligated to sign additional terms and/or conditions to access the awarded contract services. However, any and/or all additional offerings or services outside the central contract award categories may be subject to additional terms and conditions and should be vetted by the entity's procurement and/or legal resources.

For Emergency service needs, DTI Service Desk should be contacted via email or telephone to ensure the quickest possible resolution at DTI_ServiceDesk@delaware.gov or 302-739-9560.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from January 1, 2020 through December 31, 2022. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDOR

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Verizon Business Network Services, Inc.
On behalf of MCI Communications Services
d/b/a Verizon Business Services
Contact: Trudy Williams
Phone: 610-639-4686
Fax: 866-208-3436
Email: Trudy.williams@verizon.com
FSF # 0000017451

CORPORATE ADDRESS	ADDRESS FOR PO'S	OVERNIGHT ADDRESS
22001 Loudon County Parkway Ashburn, VA 20142	PO Box 660794 Dallas, TX 75266-0794	CARMS 2701 Highpoint Oaks Blvd Suite 100 Lewisville, TX 75067

4. **SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

5. **PRICING**

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Prices will remain firm for the first three (3) contract years. Pricing information resides with the Administrating agency, DTI.

ADDITIONAL TERMS AND CONDITIONS

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6. **BILLING**

The vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. **PAYMENT**

Delaware will pay all Verizon charges, except Disputed amounts within 30 days of receipt of invoice. Such receipt is deemed to be five (5) days from the date of the invoice. Delaware will pay a late payment charge on any amount not paid, or disputed, within such thirty (30) days equal to the lesser of (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. 29 Del C §6516 (d)(4), currently 1% per month. A disputed amount is one for which Delaware has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoice not disputed within six (6) months of the invoice is deemed correct and binding on Delaware. Payment by procurement card (P-Card) is an acceptable form of payment on a monthly recurring basis only. Verizon accepts the following methods of payment. Check; Wireless transfer (ACH). Delaware currently used this method of payment for Summary Billing Number 302-189-5845-999; Payment card. Verizon will support credit card payments on a monthly recurring basis. Verizon's preferred payment options are electronic fund transfer or payment via check. Customers may set up online payment, formerly known as e-Payment in the Verizon Enterprise Center (VEC) with online billing, formerly known as e-Billing, at no additional charge. Verizon shall not charge additional fees for P-Card payment method. There shall be no minimum or maximum limits on any P-Card transaction under this Agreement.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

The vendor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS19574-LONG_DIST_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

This contract is issued to allow the Department of Technology and Information (DTI) to acquire long distance telephone services on behalf of the State of Delaware, its Agencies and School Districts. It shall be made available to other municipalities, commissions and other State funded entities/non-profits that are authorized to participate in contracts for services.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Any delay in or failure of performance by any party under this Agreement is not a breach of the Agreement to the extent that such delay or failure is caused by events beyond the reasonable control of the party affected, including, but not limited to, acts of God; embargoes; governmental restrictions; strikes; labor disputes; riots; insurrection; wars or other military action; civil disorders; acts of terrorism; rebellion; fires; explosions; accidents; floods; vandalism; fiber cuts caused by a third party; unavailability of equipment, software or parts from vendors; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; unavailability or performance degradation of the Internet; preemption of service to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; national emergency and sabotage, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such party uses all commercially reasonable efforts to recommence performance. An event of this kind is known as a "Force Majeure Event".

A party whose performance is affected by such events will promptly provide relevant details to the other party to the relevant agreement and the obligations of the party giving such notice will be suspended to the extent caused by the Force Majeure Event so long as the force majeure continues, and the time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event.

If the affected party is prevented by the Force Majeure Event from performing its obligations with regard to a Service, for 30 days, then either party to the Agreement may in its sole discretion immediately terminate the affected Service by giving notice of termination to the other party, provided that in the case of termination by Customer, Customer first provides Vendor a reasonable opportunity to replace the affected Service with a comparable Service. Upon such termination, Vendor is entitled to payment of: (1) all accrued but unpaid charges incurred through the date of such termination. The parties shall otherwise bear their own costs and Vendor shall be under no further liability to perform the Services affected by the Force Majeure Event.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to

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perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.